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13 METROPOLITAN LIFE INSURANCE  
14 COMPANY

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33 GONSALVES

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37 Telephone: 925.813.4444  
38 DEFENDANT IN *PRO SE*

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40  
41 UNITED STATES DISTRICT COURT  
42  
43 NORTHERN DISTRICT OF CALIFORNIA

44  
45 METROPOLITAN LIFE INSURANCE  
46 COMPANY,

47 Plaintiff,

48 v.

49 TESSA DAWSON; BRIAN GONSALVES;  
50 JAMIE GONSALVES; and BRONWYN  
51 DAWSON

52 Defendants.

53 Case No. 3:15-cv-00225 MEJ

54 STIPULATION AND [PROPOSED]  
55 ORDER REGARDING DISTRIBUTION OF  
56 FUNDS, DISCHARGE OF  
57 STAKEHOLDER AND DISMISSAL OF  
58 ACTION WITH PREJUDICE

60  
61 The parties hereby jointly submit the following Stipulation and [Proposed] Order regarding  
62 the holding and eventual distribution of the funds, and for the discharge of Metropolitan Life  
63 Insurance Company ("MetLife"), Bank of the West and the Group Term Life & Accidental Death  
64 and Dismemberment Insurance Plan for Employees of Bank of the West ("the Plan"):

1       1. MetLife issued a group life insurance policy to Bank of the West to fund life and  
 2 accidental death and dismemberment benefits under the Plan. The Plan is an employee welfare  
 3 benefit plan regulated by the Employee Retirement Income Security Act of 1974, as amended, 29  
 4 U.S.C. § 1001, *et seq.*, and is sponsored by Bank of the West.

5       2. At all relevant times, the Plan afforded coverage to eligible employees of Bank of  
 6 the West, including Ingrid Gonsalves (“the Decedent”).

7       3. On or about February 22, 2012, the Decedent executed a Bank of the West Life and  
 8 Accidental Death and Dismemberment Insurance Beneficiary Designation Form, designating her  
 9 daughter, Jamie Gonsalves (“Jamie”), as the sole primary beneficiary.

10       4. On or about February 4, 2014, the Decedent executed a second Life and Accidental  
 11 Death and Dismemberment Insurance Beneficiary Designation form, designating her daughter,  
 12 Jamie, and her sister, Bronwyn Dawson (“Bronwyn”), as primary beneficiaries, each to receive  
 13 50% of the proceeds.

14       5. A third Life and Accidental Death and Dismemberment Insurance Beneficiary  
 15 Designation form, dated July 10, 2014, designates the Decedent’s ex-husband, Brian Gonsalves  
 16 (“Brian”), as the sole primary beneficiary.

17       6. On or about September 10, 2014, the Decedent executed a fourth Life and  
 18 Accidental Death and Dismemberment Insurance Beneficiary Designation form, designating her  
 19 sister, Tessa Dawson (“Tessa”), as the sole primary beneficiary.

20       7. The September 10, 2014 beneficiary designation form was received by Bank of the  
 21 West on September 11, 2014, along with a letter from the Decedent. The letter stated that the  
 22 Decedent had received a copy of the beneficiary designation form naming her ex-husband Brian  
 23 Gonsalves as sole primary beneficiary, but that the form had not been filled out or signed by her.  
 24 The Decedent stated that she and Brian had been divorced for four years, but that he “continues to  
 25 change my beneficiary to his name.” The Decedent further stated that the only people who were  
 26 allowed to obtain any information or request a beneficiary change form were herself and Tessa,  
 27 who was a 100% beneficiary.

28       8. The Decedent died on October 16, 2014.

1       9.     At the time of her death, the Decedent was enrolled under the Plan for Basic Life  
 2 Insurance coverage, in the amount of TEN THOUSAND DOLLARS (\$10,000.00) ("the Plan  
 3 Benefits"). The Plan Benefits became payable upon the Decedent's death, pursuant to the terms of  
 4 the Plan.

5       10.    On or about October 29, 2014, MetLife received a Life Insurance Claim Form from  
 6 Tessa for the Plan Benefits.

7       11.    On or about November 4, 2014, Jamie sent a letter to Bank of West, alleging that  
 8 she had recently learned of a change in the Decedent's beneficiary designation. Jamie alleged that  
 9 the Decedent was under chemotherapy treatment for cancer and by the end of July 2014, had lost  
 10 all of her short-term memory. Jamie alleged that the Decedent changed the beneficiary form in  
 11 July to name Brian as the sole beneficiary, then changed it again in August in favor of her sister,  
 12 Tessa. Jamie alleged that by August, Tessa and her sisters were the Decedent's full-time  
 13 caregivers and they changed everything, which Jamie was challenging in court. Jamie alleged that  
 14 there were two wills being disputed. Jamie was contesting the beneficiary changes and requested  
 15 that Bank of the West delay any payment of the Plan Benefits until there was a court decision.  
 16 Jamie further alleged that she had been the sole beneficiary for many years, until the two "last  
 17 minute" changes.

18       12.    On or about November 7, 2014, the Plan Benefits were paid to Tessa by way of a  
 19 "Total Control Account" ("TCA"), a type of account offered by MetLife for the payment of  
 20 claims, pursuant to the most recent beneficiary designation on file.

21       13.    The Plan Benefits remain in the TCA.

22       14.    MetLife cannot determine the proper beneficiary or beneficiaries of the Plan  
 23 Benefits without risking exposure of itself, the Plan and Bank of the West to double liability.

24       15.    As a result of these competing claims, MetLife filed a Complaint in Interpleader on  
 25 January 15, 2015 (ECF No. 1), to determine the lawful distribution of the Plan Benefits and to seek  
 26 discharge of MetLife, the Plan and Bank of the West with regard to all claims and issues relating to  
 27 the Plan Benefits.

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1       16. There is also presently pending in Contra Costa County Superior Court a probate  
 2 action involving the estate of the Decedent, Case No. MSP14-01438 (the "Probate Action").

3       17. To fully resolve the present District Court interpleader action, the parties to this  
 4 action, by and through their counsel of record, each and all hereby stipulate and respectfully  
 5 request as follows:

- 6       • That the Court order Tessa Dawson to deposit the Plan Benefits into the client  
 7       trust account ("Trust Account") of her counsel, Fredric L. Webster, within 10  
 8       business days of the Court's signing of the Order below;
- 9       • That the proper beneficiary or beneficiaries of the Plan Benefits will be  
 10      determined by order of the Contra Costa County Superior Court in the Probate  
 11      Action;
- 12      • That MetLife, the Plan, and Bank of the West shall have no further liability to  
 13      any defendant with regard to the Plan Benefits, and that MetLife shall be  
 14      discharged and dismissed from this action with prejudice.
- 15      • That MetLife will bear its own attorneys' fees and costs incurred through the  
 16      date on which MetLife is discharged and dismissed from the action, and  
 17      defendants will not seek any fees and costs from MetLife in connection with  
 18      this action;
- 19      • Each of the defendants shall be restrained and enjoined from instituting or  
 20      prosecuting, directly or indirectly, any claim or action of any type or kind in  
 21      any state or United States Court against MetLife, the Plan or Bank of the  
 22      West, arising from or in any manner connected with the Plan Benefits and/or  
 23      their respective claims for payment of some or all of the Plan Benefits.
- 24      • Once the Plan Benefits are transferred to the Trust Account, the parties will  
 25      file a Stipulation and [Proposed] Order for Dismissal of the entire action with  
 26      prejudice.

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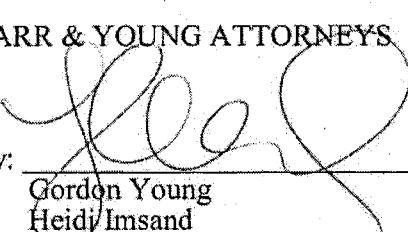
28      \\

1 IT IS SO STIPULATED, AGREED AND RESPECTFULLY REQUESTED:

2 DATED: April 29, 2015 SEDGWICK LLP

3  
4 By:   
5 Mark J. Hancock  
6 Erin A. Cornell  
7 Attorneys for Plaintiff  
8 METROPOLITAN LIFE INSURANCE COMPANY

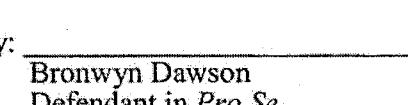
9 DATED: April 15, 2015 BARR & YOUNG ATTORNEYS

10 By:   
11 Gordon Young  
12 Heidi Imsand  
13 Attorneys for Defendants  
14 JAMIE GONSALVES and BRIAN GONSALVES

15 DATED: April \_\_, 2015 LAW OFFICES OF WEBSTER & WEBSTER

16 By:   
17 Fredric L. Webster  
18 Attorneys for Defendant  
19 TESSA DAWSON

20 DATED: April \_\_, 2015

21 By:   
22 Bronwyn Dawson  
23 Defendant in *Pro Se*

24 **ORDER**

25 Pursuant to the Stipulation above, IT IS SO ORDERED that:

26 1. Tessa Dawson shall deposit the Plan Benefits into the client trust account of her  
27 attorney, Fredric L. Webster, within 10 business days of the date of this Order.

28 2. Metropolitan Life Insurance Company, the Group Life and Accidental Death and  
Dismemberment Insurance Plan for Employees of Bank of the West, and Bank of the West shall be

1 IT IS SO STIPULATED, AGREED AND RESPECTFULLY REQUESTED:

2 DATED: April \_\_, 2015 SEDGWICK LLP

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4

By:

Mark J. Hancock  
Erin A. Cornell  
Attorneys for Plaintiff  
METROPOLITAN LIFE INSURANCE COMPANY

7 DATED: April \_\_, 2015 BARR & YOUNG ATTORNEYS

8

9

By:

Gordon Young  
Heidi Imsand  
Attorneys for Defendants  
JAMIE GONSALVES and BRIAN GONSALVES

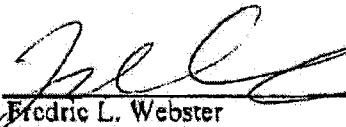
12 DATED: April 6, 2015

LAW OFFICES OF WEBSTER & WEBSTER

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14

By:

  
Fredric L. Webster  
Attorneys for Defendant  
TESSA DAWSON

17 DATED: April 6, 2015

18

19

By:

  
Bronwyn Dawson  
Defendant in Pro Se

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ORDER

24 Pursuant to the Stipulation above, IT IS SO ORDERED that:

25 1. Tessa Dawson shall deposit the Plan Benefits into the client trust account of her  
attorney, Fredric L. Webster, within 10 business days of the date of this Order.

26 2. Metropolitan Life Insurance Company, the Group Life and Accidental Death and  
Dismemberment Insurance Plan for Employees of Bank of the West, and Bank of the West shall be

1 discharged from this action for the Plan Benefits payable as a consequence of the death of Ingrid  
2 Gonsalves and dismissed, with prejudice, with MetLife to bear its own attorneys' fees and costs.

3       3. Each of the defendants is hereby restrained and enjoined from instituting or  
4 prosecuting, directly or indirectly, any claim or action of any type or kind in any state or federal  
5 court against Metropolitan Life Insurance Company, the Group Life and Accidental Death and  
6 Dismemberment Insurance Plan for Employees of Bank of the West, and/or Bank of the West,  
7 with regard to any matter concerning the Group Life and Accidental Death and Dismemberment  
8 Insurance Plan, the Plan Benefits, and/or their respective claims for payment of some or all of such  
9 Plan Benefits.

10      4. Within 30 days after the Plan Benefits have been transferred to the client trust  
11 account of Frederic L. Webster, the parties shall file a Stipulation and [Proposed] Order dismissing  
12 the entire action with prejudice.

13       IT IS SO ORDERED.

14       DATED: April 21, 2015



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16       Honorable Maria Elena James  
17       United States Magistrate Judge

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